

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MAINE

IN RE: COMPACT DISC MINIMUM
ADVERTISED PRICE ANTITRUST
LITIGATION

)
) MDL Docket No. 1361
) Judge D. Brock Hornby
)

) THIS DOCUMENT APPLIES TO ALL
) ACTIONS EXCEPT *Trowbridge, et al. v.*
) *Sony Music Entertainment Inc., et al.*,
) Docket No. 2:01-CV-125-P-H.

FINAL JUDGMENT AND ORDER

WHEREAS the States, Commonwealths and Territories of Florida, New York, Alabama, Alaska, Arizona, Arkansas, California, Connecticut, Delaware, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Maine, Maryland, Massachusetts, Michigan, Mississippi, Montana, Nevada, New Mexico, North Carolina, North Dakota, Northern Mariana Islands, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Virgin Islands, Washington, West Virginia, Wisconsin and Wyoming, through their Attorneys General, (the “Plaintiff States” as defined below), and the Named Class Plaintiffs (on behalf of themselves and each member of the “Plaintiff Settlement Class,” as defined below), by and through their counsel of record in the Litigation, have filed Complaints for damages, injunctive relief and, in the case of the Plaintiff States, civil penalties against the defendants Capitol Records, Inc. d/b/a EMI Music Distribution, Virgin Records America, Inc., and Priority Records LLC (collectively, “EMD”), Time Warner, Inc., Warner-Elektra-Atlantic Corp., WEA, Inc., Warner Music Group, Inc., Warner Bros. Records, Inc., Atlantic Recording Corporation, Elektra Entertainment Group, Inc., and Rhino Entertainment Company (collectively “WEA”), Universal Music & Video Distribution Corporation, Universal Music Group, Inc., and UMG Recordings, Inc. (collectively “Universal”), Bertelsmann Music Group, Inc. and BMG Music (collectively “BMG”), and Sony Music Entertainment Inc. (“Sony”) (collectively referred to

hereafter as “Distributor Defendants”), alleging violations of applicable federal and state antitrust and/or unfair competition and/or consumer protection laws;

WHEREAS the Plaintiff States, through their Attorneys General, and the Named Class Plaintiffs (on behalf of themselves and each member of the “Plaintiff Settlement Class,” as defined below), by and through their counsel of record in the Litigation, also allege in those Complaints causes of action for damages, injunctive relief and, in the case of the Plaintiff States, civil penalties against the defendants MTS, Inc./Tower Records (“Tower”), Trans World Entertainment Corp. (“Trans World”), and Musicland Stores Corp. (“Musicland”), alleging violations of applicable federal and state antitrust and/or unfair competition and/or consumer protection laws;

WHEREAS the Plaintiff States, the Named Class Plaintiffs, and Distributor Defendants desire to resolve any and all disputes arising from the Complaints; the Plaintiff States, Named Class Plaintiffs, and Distributor Defendants executed a settlement agreement on September 26, 2002 (the Distributor Defendant Settlement Agreement); the Distributor Defendant Settlement Agreement was filed with the Court on September 30, 2002; and the Distributor Defendant Settlement Agreement does not constitute any evidence against or an admission of liability by the Distributor Defendants;

WHEREAS the Plaintiff States, the Named Class Plaintiffs, and Musicland, Tower and Trans World (hereinafter “Settling Retailer Defendants”) desire to resolve any and all disputes arising from the Complaints; the Plaintiff States, Named Class Plaintiffs, and Musicland executed a settlement agreement on September 25, 2002 (the “Musicland Settlement Agreement”); the Plaintiff States, Named Class Plaintiffs, and Tower executed a settlement agreement on September 27, 2002 (the “Tower Settlement Agreement”); the Plaintiff States, Named Class Plaintiffs, and Trans World executed a settlement agreement on September 25, 2002 (the “Trans World Settlement Agreement”); the Musicland, Tower and Trans World Settlement Agreements were filed with the Court on September 30, 2002; and the Musicland, Tower and Trans World

Settlement Agreements do not constitute any evidence against or an admission of liability by the Settling Retailer Defendants;

WHEREAS in full and final settlement of the claims set forth in the Complaints, Distributor Defendants have paid into escrow the following cash amounts: EMD has paid a total of six million, five hundred thousand dollars (\$6,500,000); WEA has paid a total of thirteen million, six hundred fifty thousand dollars (\$13,650,000); Universal has paid a total of eighteen million, eight hundred fifty thousand dollars (\$18,850,000); Sony has paid a total of twelve million, five hundred twenty-three thousand, five hundred dollars (\$12,523,500); and BMG has paid a total of twelve million, seven hundred seventy-six thousand, five hundred dollars (\$12,776,500);

WHEREAS in full and final settlement of the claims set forth in the Complaints, Settling Retailer Defendants have paid into escrow the following cash amounts: Musicland has paid \$2,000,000; Tower has paid or will pay \$275,000; Trans World has paid \$800,000;

WHEREAS in full and final settlement of the claims set forth in the Complaints, Distributor Defendants have provided the following Non-Cash Consideration: EMD eight million, five hundred thousand dollars (\$8,500,000) in Non-Cash Consideration; WEA fifteen million, seven hundred fifty thousand dollars (\$15,750,000) in Non-Cash Consideration; Universal twenty one million, seven hundred fifty thousand dollars (\$21,750,000) in Non-Cash Consideration; Sony fourteen million, seven hundred one thousand, five hundred dollars (\$14,701,500) in Non-Cash Consideration; and BMG fourteen million, nine hundred ninety-eight thousand, five hundred dollars (\$14,998,500) in Non-Cash Consideration;

WHEREAS the Plaintiff States and Named Class Plaintiffs have each filed amended Complaints as called for in the Distributor Defendant Settlement Agreement;

WHEREAS the Settling Retailer Defendants and Distributor Defendants have agreed to entry of this Final Judgment and Order, including the injunctive provisions herein;

WHEREAS Plaintiffs have agreed to the release of claims specified in the Settlement Agreements and incorporated into this Order;

WHEREAS pursuant to the Preliminary Approval Order, Notice of the Settlement Agreements was given to natural persons in the Plaintiff States and members of the putative Plaintiff Settlement Class, in accordance with 15 U.S.C. § 15c(b), applicable principles of state law, Federal Rules of Civil Procedure 23(c)(2) and 23(e), and the requirements of due process;

WHEREAS an opportunity to be heard was given to all persons requesting to be heard in accordance with this Court's orders. The Court has reviewed and considered the terms of the Settlement Agreements, the submissions of the parties in support thereof, and the comments received in response to the Notice. After holding a hearing on May 22, 2003 at which all interested parties were given an opportunity to be heard;

NOW, THEREFORE, before the taking of any testimony, without trial or adjudication of any issue of fact or law herein, without any admission of liability or wrongdoing by Settling Retailer Defendants or Distributor Defendants, and upon the consent of the parties hereto,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I.

JURISDICTION

1. The Court has jurisdiction over the subject matter of this action and the parties hereto. The Plaintiffs brought this action asserting claims under Section 1 of the Sherman Act, 15 U.S.C. § 1, and claims under state antitrust and unfair acts, practices or competition laws and common law. Jurisdiction lies in this Court pursuant to 28 U.S.C. §§ 1331, 1337 and 1367(a). Venue is proper in the District of the Maine.

II.

DEFINITIONS

As used in this Final Judgment and Order, the following definitions shall apply:

2.1. “BMG” means Bertelsmann Music Group, Inc. and BMG Music.

2.2 “Complaints” means the complaints filed in the Litigation by Plaintiffs.

2.3. “Cooperative Advertising or Other Promotional Funds” means, for purposes of the injunctive provisions of paragraph 5.1 herein, any payment, rebate, charge-back or other consideration provided to a Dealer by a Distributor Defendant in exchange for any type of advertising, promotion or marketing efforts by that Dealer on behalf of the Distributor Defendant. This term also includes advertising, promotion, or marketing efforts by a Distributor Defendant on behalf of one or more identified Dealers. Examples of cooperative advertising include, but are not limited to, free goods provided to a Dealer by a Distributor Defendant, and payments for newspaper advertisements, radio and television advertisements, internet banner advertisements, posters and signs within a Dealer’s retail stores, pricing or positioning of Products within a Dealer’s retail stores, and point-of-purchase merchandising.

2.4. “Cy Pres Distribution Plan” means the state-specific plan or method of allocation of that portion of the Settlement Fund (after payment of attorneys’ fees, costs, and expenses) and Non-Cash Consideration designated in the Distribution Plan for *cy pres* distribution. The Cy Pres Distribution Plan was submitted to the Court with the motion for final approval of the settlement of this Litigation and by the terms of the Settlement Agreements is not part of the Settlement Agreements.

2.5. “Dealer” means, for purposes of the injunctive provisions of paragraph 5.1 herein, any person, corporation, or entity that in the course of its business offers for sale or sells any Product in or into the United States, including, but not limited to, wholesale distributors, retail establishments, and internet retail sites, but excluding Record Producers.

2.6. “Defendants” means all of the defendants named in the Litigation.

2.7. “Distribution Plan” means the plan or method of allocation of the Settlement Fund (after payment of attorneys’ fees, costs, and expenses) and the Non-Cash Consideration. This plan was submitted to the Court with the motion for preliminary approval of the settlement of this Litigation and by the terms of the Settlement Agreements is not part of the Settlement Agreements.

2.8. “Distributor Defendants” means EMD, WEA, Universal, Sony and BMG.

2.9. “EMD” means Capitol Records, Inc., EMI Music Distribution, Virgin Records America, Inc., Priority Records LLC and all of their predecessors, successors, parents, subsidiaries, divisions, officers, directors, employees or agents, and related or affiliated entities.

2.10. “Escrow Agent” means Fifth Third Bank of Columbus, Ohio.

2.11. “In-Store Promotion” means, for purposes of the injunctive provisions of paragraph 5.1 herein, any promotional effort conducted in or on the physical premises of a Dealer or a Dealer-controlled internet site, including but not limited to, signs, bin cards, end caps, hit walls, listening posts, internet banner advertisements, and promotional stickers.

2.12. “Lead Counsel for the Plaintiff States” means Florida State Attorney General Charles J. Christ, Jr., c/o Lizabeth A. Leeds, PL-01, The Capitol, Tallahassee, Florida 32399-1050, and New York State Attorney General Eliot L. Spitzer, c/o Linda Gargiulo, Office of the Attorney General, 120 Broadway, New York, New York 10271-0332.

2.13. “Lead Counsel for the Plaintiff Settlement Class” means Joseph C. Kohn and Steven M. Steingard, Kohn, Swift & Graf, P.C., One South Broad Street, Suite 2100, Philadelphia, PA 19107.

2.14. “Litigation” means the actions consolidated for pretrial purposes in this MDL Proceeding, other than *Trowbridge, et al. v. Sony Music Entertainment Inc., et al.*, Docket No. 2:01-CV-125-P-H.

2.15. “MAP” means Minimum Advertised Price, and includes all Minimum Advertised Price programs and policies adopted and/or administered by any Defendant in this Litigation.

2.16. “Media Advertising” means, for purposes of the injunctive provisions of paragraph 5.1 herein, any promotional effort by a Dealer outside of the Dealer’s physical location or Dealer-controlled internet site, including but not limited to, print, radio, billboards, or television.

2.17. “Music Products” means prerecorded music CDs, cassettes and/or vinyl albums.

2.18. “Musicland” means Musicland Stores Corp.

2.19. “Named Class Plaintiffs” means the plaintiffs named in the private class action lawsuits consolidated for pretrial purposes in this MDL Proceeding, and not including the plaintiffs in *Trowbridge, et al. v. Sony Music Entertainment Inc., et al.*, Docket No. 2:01-CV-125-P-H.

2.20. “Non-Cash Consideration” means such value other than the cash deposited into the Settlement Fund that has been or will be provided by Distributor Defendants pursuant to the Distributor Settlement Agreement.

2.21. “Notice” means the notice provided to natural persons in the Plaintiff States and members of the putative Plaintiff Settlement Class pursuant to the Notice Plan.

2.22. “Notice Plan” means the Notice Plan preliminarily approved by this Court in the Preliminary Approval Order.

2.23. “Plaintiffs” means the Plaintiff States and the Plaintiff Settlement Class as these terms are defined herein.

2.24. “Plaintiff Settlement Class” means all natural persons in the states of Colorado, Georgia, Kentucky, Louisiana, Massachusetts, Minnesota, Missouri, Nebraska, New

Hampshire, New Jersey and South Dakota, in the District of Columbia, and in the U.S. Territories of Guam and American Samoa and all non-natural persons or entities in the United States and its Territories who purchased Music Products from one or more Retailers during the period from January 1, 1995 to December 22, 2000, but excluding Defendants, their subsidiaries, affiliates, officers, directors, and employees and excluding those persons or entities who have timely and validly requested exclusion from participation in this Litigation in response to the Notice provided under the Notice Plan (*i.e.*, those persons or entities who have exercised their right to “opt out” of participation in this Litigation).

2.25. “Plaintiff States” means the States of Florida, New York, Alabama, Alaska, Arizona, Arkansas, California, Connecticut, Delaware, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Maine, Maryland, Massachusetts, Michigan, Mississippi, Montana, Nevada, New Mexico, North Carolina, North Dakota, Northern Mariana Islands, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Virgin Islands, Washington, West Virginia, Wisconsin and Wyoming in their sovereign capacities, on behalf of themselves, and as *parens patriae* on behalf of all natural persons residing in those States who purchased Music Products from one or more Retailers during the period from January 1, 1995 to December 22, 2000, but excluding Defendants, their subsidiaries, affiliates, officers, directors, and employees and excluding those persons who have timely and validly requested exclusion from participation in this Litigation in response to the Notice provided under the Notice Plan (*i.e.*, those persons who have exercised their right to “opt out” of participation in this Litigation).

2.26. “Preliminary Approval Order” means the Order, entered by this Court on October 21, 2002, preliminarily approving the Settlement Agreements and the Notice Plan.

2.27. “Product” means, for purposes of the injunctive provisions of paragraph 5.1 herein, prerecorded music in physical or electronic format that is offered for sale or sold in the United States, including, but not limited to, compact discs (“CDs”), audio DVDs, audio cassettes,

albums and digital audio files (i.e., digital files which are delivered to the consumer electronically, to be stored on the consumer's hard drive or other storage device). "Product" does not include prerecorded music in physical or other electronic format manufactured or distributed by or for Record Clubs pursuant to Record Club licenses.

2.28. "Record Producer" means, for purposes of the injunctive provisions of paragraph 5.1 herein, any person, corporation or entity that in the course of its business produces sound recordings for recording artists and manufactures Product from such sound recordings.

2.29. "Related Parties," for purposes of all Defendants other than Musicland, means past or present directors, officers, employees, partners, principals, agents, insurers, co-insurers, reinsurers, shareholders, attorneys, accountants, auditors, banks or investment banks, associates, personal or legal representatives, predecessors, successors, parents, subsidiaries, divisions, joint ventures, assigns or affiliated entities of each such Defendant. For purposes of Musicland, "Related Parties" means Best Buy Co., Inc. and Musicland's past or present directors, officers, employees, partners, principals, agents, insurers, co-insurers, reinsurers, controlling shareholders, attorneys, accountants, auditors, banks or investment banks, associates, personal or legal representatives, predecessors, successors, parents, subsidiaries, divisions, joint ventures, assigns or affiliated entities including without limitation The Musicland Group, Inc., Musicland Retail, Inc., Media Play, Inc., On Cue, Inc., TMG-Virgin Islands, Inc., TMG-Caribbean, Inc., Suncoast Group, Inc., Suncoast Retail, Inc., MLG Internet, Inc., and Suncoast Motion Picture Company, Inc.

2.30. "Released Claims" shall mean all claims, demands, rights, liabilities, and causes of action, whether known or unknown, asserted or that could have been asserted against any Released Persons in connection with the facts, transactions, events, occurrences, acts, disclosures, statements, omissions, or failures to act alleged in the Litigation, whether under federal law or under the laws of any of the 50 States, the District of Columbia, Puerto Rico, the Virgin Islands, Guam, American Samoa, or the Northern Mariana Islands, including without

limitation claims arising under the federal and/or state antitrust laws, as well as claims arising under any state or federal unfair acts, practices or competition laws or other laws or the common law. Released claims include without limitation any claim arising out of or relating to any minimum advertised price (“MAP”) policy related to Music Products or to any conspiracy, whether horizontal or vertical, involving MAP related to Music Products and any effect of MAP on purchases of Music Products from Retailers, or any other claim related to MAP policies relating to Music Products, except that the Released Claims do not include claims arising out of or relating to direct purchases from Music Clubs, as that term is addressed in *Trowbridge, et al. v. Sony Music Entertainment Inc., et al.*, Docket No. 2:01-CV-125-P-H.

2.31. “Released Persons” means each and all of the Settling Retailer Defendants and Distributor Defendants and all of their Related Parties, including the labels distributed by Distributor Defendants and each of their respective parents, subsidiaries, divisions, affiliates, stockholders, assignors, assignees, predecessors, successors, officers, directors, employees, agents and attorneys.

2.32. “Retailer” means any rack jobber, third-party distributor or any other person or business entity engaged in the sale, at retail, of Music Products, other than Distributor Defendants and their Related Parties. “Retailer” does not include any Music Clubs, as that term is addressed in *Trowbridge, et al. v. Sony Music Entertainment Inc., et al.*, Docket No. 2:01-CV-125-P-H.

2.33. “Settlement Agreements” means the Settlement Agreement entered into between Plaintiffs and Distributor Defendants, dated September 26, 2002; the Settlement Agreement entered into between Plaintiffs and Tower, dated September 27, 2002; the Settlement Agreement entered into between Plaintiffs and Musicland, dated September 25, 2002; and the Settlement Agreement entered into between Plaintiffs and Trans World, dated September 25, 2002.

2.34. “Settlement Fund” means all monies paid (or, in the case of Tower, to be paid) by the Settling Retailer Defendants and Distributor Defendants to Plaintiffs, in exchange for the settlement and release of the Released Claims, together with any interest earned on such monies.

2.35. “Settlements” means the settlements encompassed by the Settlement Agreements.

2.36. “Settling Retailer Defendants” means Tower, Musicland and Trans World.

2.37. “Sony” means Sony Music Entertainment Inc.

2.38. “State Court Litigations” means the following actions currently on file in the courts indicated:

Compact Disk Cases, California Judicial Council Coordination Proceeding No. 4123 (Superior Court of the State of California, County of Los Angeles) (The following 18 cases are coordinated under Judicial Council Coordination Proceeding No. 4123: *Retzlaff v. BMG, et al.*, No. BC230074; *Jenkins v. BMG, et al.*, No. BC230075; *Valdez v. BMG Music, et al.*, No. BC230323; *Smith v. Capitol Records, Inc., et al.*, No. BC230516; *Smith v. Universal Music & Video Distribution Corporation, et al.*, No. BC230517; *Smith v. Warner-Elektra-Atlantic Corp., et al.*, No. BC230519; *Barry v. BMG Music, Inc., et al.*, No. BC230682; *Powles v. BMG Music, et al.*, No. BC230827; *Hannah v. BMG, et al.*, No. BC230935; *Arrington v. Sony Music Entertainment Inc., et al.*, No. BC231172; *Milligan v. Sony Music Entertainment Inc., et al.*, No. BC231173; *Lamson v. BMG Music, et al.*, No. BC232258; *Bosley v. TWI, et al.*, No. BC234870; *Krim v. Sony Music Entertainment Inc., et al.*, No. 00CC08707; *Heymann v. Sony Corp. of America, et al.*, No. GIC748089; *Hicks v. Sony Music Entertainment Inc., et al.*, No. GIC748664; *The Mauna Loa Club v. BMG Music, Inc., et al.*, No. BC246088; and *Torres v. Sony Music Entertainment Inc., et al.*, No. 64148.)

Messina et al. v. Sony Music Entertainment Inc., et al., Nos. 00-13308-12; 00-13362 CA 10 (Circuit Court of the 11th Judicial District, Miami-Dade County, Florida)

Burke, et al. v. BMG Music, et al., No. 00 CH 8126 (Circuit Court of Cook County, Illinois, County Department, Chancery Division)

Dettore v. Time Warner, Inc., et al., No. 00-2701A (Suffolk Superior Court, Massachusetts)

Rieck, et al. v. BMG Music, et al., No. MC 00-00835 (Hennepin County District Court, Fourth Judicial District, Minnesota)

Downey v. Capitol Records, Inc., et al., No. MON L 4746 00 (Monmouth County Superior Court, New Jersey)

Bauman v. EMI Distribution, et al., No. CO-110862 (Supreme Court of the State of New York, New York County)

Cable v. Sony Music Entertainment Inc., et al., No. 00-C-1384 (Circuit Court of Kanawha County, West Virginia)

2.39. A “State Court Litigation” means any one of the actions referred to in paragraph 2.38.

2.40. “Tower” means MTS, Inc., dba Tower Records.

2.41. “Trans World” means Trans World Entertainment Corp.

2.42. “Universal” means Universal Music & Video Distribution Corporation, Universal Music Group, Inc., and UMG Recordings, Inc.

2.43. “WEA” means Time Warner, Inc., Warner-Elektra-Atlantic Corp., WEA, Inc., Warner Music Group, Inc., Warner Bros. Records, Inc., Atlantic Recording Corporation, Elektra Entertainment Group, Inc., and Rhino Entertainment Company.

III.

APPLICABILITY

3. This Final Judgment and Order shall apply to the Plaintiffs, the Settling Retailer Defendants and the Distributor Defendants.

IV.

FINAL APPROVAL OF SETTLEMENTS AND CERTIFICATION OF THE SETTLEMENT CLASS

4.1. With respect to the claims set forth in the Complaints, the Court confirms its Preliminary Approval Order and finds under the circumstances of these Settlements that the prerequisites to a class action set forth in Federal Rule of Civil Procedure 23 are satisfied, that the

questions of law and fact common to the members of the class predominate over any questions affecting only individual members, and that a class action is superior to other available methods for the fair and efficient adjudication of the controversy. Accordingly, for the purpose of these Settlements only, the Plaintiff Settlement Class is hereby certified, consisting of all natural persons in the states of Colorado, Georgia, Kentucky, Louisiana, Massachusetts, Minnesota, Missouri, Nebraska, New Hampshire, New Jersey and South Dakota, in the District of Columbia, and in the U.S. Territories of Guam and American Samoa and all non-natural persons or entities in the United States and its Territories who purchased Music Products from one or more Retailers during the period from January 1, 1995 to December 22, 2000, but excluding Defendants, their subsidiaries, affiliates, officers, directors, and employees and excluding those persons or entities who have timely and validly requested exclusion from participation in this Litigation.

4.2. The Court hereby finds that the Plaintiff States consist of the States, Commonwealths and Territories of Florida, New York, Alabama, Alaska, Arizona, Arkansas, California, Connecticut, Delaware, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Maine, Maryland, Massachusetts, Michigan, Mississippi, Montana, Nevada, New Mexico, North Carolina, North Dakota, Northern Mariana Islands, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Virgin Islands, Washington, West Virginia, Wisconsin and Wyoming in their sovereign capacities, on behalf of themselves, and as *parens patriae* on behalf of all natural persons residing in these States who purchased Music Products from one or more Retailers during the period from January 1, 1995 to December 22, 2000, but excluding Defendants, their subsidiaries, affiliates, officers, directors, and employees and excluding those persons who have timely and validly exercised their right to opt out of participation in this Litigation. The Court finds that the Attorneys General of each of the Plaintiff States have the *parens patriae* authority to represent such natural persons within each of the Plaintiff States and have the authority to settle and release all the Released Claims on behalf of such natural persons, except that in the circumstances of this Litigation such authority as to

natural persons in Massachusetts resides in the Attorney General and the Plaintiff Settlement Class together.

4.3 The Court hereby finds that (i) any and all natural and non-natural persons or entities in the United States and its Territories who purchased Music Products from one or more Retailers during the period from January 1, 1995 to December 22, 2000 (except for Defendants, their subsidiaries, affiliates, officers, directors and employees and those persons or entities who have validly and timely exercised their right to opt out of participation in this Litigation) are represented by a Plaintiff State and/or are members of the Plaintiff Settlement Class in this Litigation; (ii) to the extent such persons or entities are within the asserted classes identified in the State Court Litigations they are persons who are represented by a Plaintiff State and/or are members of the Plaintiff Settlement Class in this Litigation; and (iii) the Released Claims of such persons or entities are those set forth in paragraphs 2.30 and 6.1 of this Final Judgment and Order, *i.e.*,

all claims, demands, rights, liabilities, and causes of action, whether known or unknown, asserted or that could have been asserted against the Released Persons in connection with the facts, transactions, events, occurrences, acts, disclosures, statements, omissions, or failures to act alleged in the Litigation, whether under federal law or under the laws of any of the 50 states, the District of Columbia, Puerto Rico, the Virgin Islands, Guam, American Samoa, or the Northern Mariana Islands, including without limitation claims arising under the federal and/or state antitrust laws, as well as claims arising under any state or federal unfair acts, practices or competition laws or other laws or the common law. Released Claims include without limitation any claim arising out of or relating to any minimum advertised price (“MAP”) policy related to Music Products or to any conspiracy, whether horizontal or vertical, involving MAP related to Music Products and any effect of MAP on purchases of Music Products from Retailers, or any other claim related to MAP policies relating to Music Products, except that the Released Claims do not include claims arising out of or relating to direct purchases from Music Clubs, as that term is addressed in *Trowbridge, et al. v. Sony Music Entertainment Inc., et al.*, Docket No. 2:01-CV-125-P-H.

4.4. The Court finds that the Notice and the Notice Plan constitute the best notice practicable under the circumstances and constitutes due and sufficient notice.

4.5. The terms of the Settlement Agreements are adjudged as fair, reasonable and adequate and in the best interests of Plaintiffs as a whole, and satisfy the requirements of 15 U.S.C. § 15c(b), applicable principles of state law, Federal Rule of Civil Procedure 23(c)(2) and 23(e), and due process.

4.6. The Court finds that the Settlements are entered into in good faith by the parties hereto and that no Released Person shall have a right of contribution or indemnity from any other Released Person.

4.7. The terms of the Settlement Agreements are hereby approved, and the parties are directed to implement the Settlements in accordance with their terms.

4.8. The Distribution Plan and the Cy Pres Distribution Plan are adjudged as fair, reasonable and adequate and are hereby approved. Plaintiffs are directed to cause the Settlement Fund and the Non-Cash Consideration to be distributed in accordance with said Plans.

4.9. All natural persons in the Plaintiff States and members of the putative Plaintiff Settlement Class were afforded the opportunity to exclude themselves from participation in this Litigation.

4.10. No part of the cash payments made by Settling Retailer Defendants and Distributor Defendants or of the Non-Cash Consideration provided by Distributor Defendants pursuant to the Settlement Agreements shall constitute, nor shall they be construed or treated as constituting, a payment in lieu of treble damages, fines, penalties, forfeitures or punitive recoveries under any state or federal laws, rules or regulations, or any other applicable statute or provision.

V.

INJUNCTIONS

5.1 The following injunction is hereby entered against Distributor Defendants as part of this Final Judgment and Order:

5.1.1. For a period ending August 30, 2007, each Distributor Defendant, directly, indirectly, or through any corporation, subsidiary, division or other device, in connection with the offering for sale, sale or distribution of any Product in or into the United States of America in or affecting “trade or commerce,” as defined under Section 1 of the Sherman Act, shall not, directly or indirectly:

5.1.1.1. Adopt, maintain, enforce or threaten to enforce any policy, practice or plan which makes the receipt of any Cooperative Advertising or Other Promotional Funds contingent upon the price or price level at which any Product is advertised or promoted; or

5.1.1.2. Agree with any Dealer to control or maintain the resale price at which the Dealer may offer for sale or sell such Distributor Defendant’s Product.

5.1.2. Each Distributor Defendant shall not, directly, indirectly, or through any corporation, subsidiary, division or other device, in connection with the offering for sale, sale or distribution of any Product in or into the United States of America in or affecting “trade or commerce,” as defined under Section 1 of the Sherman Act:

5.1.2.1. Adopt, maintain, enforce or threaten to enforce any policy, practice or plan which makes the receipt of any Cooperative Advertising or Other Promotional Funds contingent upon the price at which any Product is offered for sale or sold;

5.1.2.2. Adopt, maintain, enforce or threaten to enforce any policy, practice or plan which makes the receipt of any Cooperative Advertising or Other Promotional Funds contingent upon the price or price level of the Product in any In-Store Promotion or Media Advertising where the Dealer does not seek any contribution from such Distributor Defendant for the cost of said Media Advertising or In-Store Promotion;

5.1.2.3. Adopt, maintain, enforce or threaten to enforce any policy, practice or plan which makes the receipt of any Cooperative Advertising or Other Promotional Funds contingent upon the price or price level of the Product in any In-Store Promotion or Media Advertising if

such Distributor Defendant's contribution exceeds 100% of the Dealer's actual costs of said Media Advertising or In-Store Promotion;

5.1.2.4. For a period ending August 30, 2005, announce resale or minimum advertised prices of Product and unilaterally terminate those who fail to comply because of such failure. Notwithstanding the foregoing, nothing herein shall prohibit any Distributor Defendant from announcing suggested list prices for its Product.

5.1.2.5. Nothing herein shall prohibit a Distributor Defendant from providing Cooperative Advertising or other Promotional Funds on condition that such funds are passed through in whole or in part to the consumer (hereinafter "Pass-Through Funds").

5.1.3. For a period ending August 30, 2007:

5.1.3.1. Each Distributor Defendant shall, to the extent it has not already done so, amend all advertising policy statements applicable to the distribution of its Product to state affirmatively that such Distributor Defendant does not maintain or enforce any plan, practice or policy of the type prohibited in paragraphs 5.1.1 and 5.1.2 herein.

5.1.3.2. In each published full catalogue or published full price list in which a Distributor Defendant states suggested list prices or codes indicative of such prices, such Distributor Defendant shall state affirmatively that it does not maintain or enforce any plan, practice or policy of the type prohibited in paragraphs 5.1.1 and 5.1.2 herein. The documents described in this paragraph 5.1.3 shall be provided to Lead Counsel for the Plaintiff States upon request of Lead Counsel for the Plaintiff States.

5.1.4. Each Distributor Defendant shall serve on Lead Counsel for the Plaintiff States and Lead Counsel for the Plaintiff Settlement Class a verified written report setting forth in detail the manner and form in which such Distributor Defendant has complied with the provisions of paragraph 5.1 herein. Such report shall be served annually within ten (10) days of the filing with the FTC of a report describing compliance with the FTC Decision and Order issued August

30, 2000, and each Distributor Defendant's obligation under this paragraph shall be terminated on the date that its obligation to file such reports with the FTC terminates.

5.1.5. The injunction against Distributor Defendants shall terminate automatically at the end of ten (10) years from the date of this Order.

5.1.6. Any effort to enforce the terms of the injunction provided for in this paragraph 5.1 may be commenced only in this Court, which shall retain jurisdiction of these proceedings for this purpose, and such proceeding may be commenced only with the express written concurrence of Lead Counsel for the Plaintiff States.

5.2 The following injunction is hereby entered against Settling Retailer Defendants as part of this Final Judgment and Order:

5.2.1. For a period of five (5) years, the Settling Retailer Defendants shall not, directly, indirectly, or through any corporation, subsidiary, division, or other device:

5.2.1.1. Solicit, demand, request, advocate, or encourage any Distributor or wholesaler of Music Products to adopt or implement any policy, practice or plan which makes the receipt of any cooperative advertising or other promotional funds contingent upon the price or price level at which any Music Products are advertised, promoted, offered or sold;

5.2.1.2. Solicit, demand, request, advocate, or encourage any Distributor or wholesaler of Music Products to adopt or implement any policy, practice or plan which sets a price or price level at which any Music Products are advertised, promoted, offered or sold;

5.2.1.3. Nothing herein shall prohibit each Settling Retailer Defendant from individually soliciting, demanding, requesting, advocating or encouraging any Distributor Defendant to provide Cooperative Advertising or Other Promotional Funds to such Settling Retailer Defendant, or to provide any discounts, rebates, or reductions on any wholesale prices for Music Products to such Settling Retailer Defendant, on the condition that such funds, or such discounts, rebates, or reductions, are passed through in whole or in part to the consumer.

5.2.2. For a period of five (5) years, each Settling Retailer Defendant shall include the terms of such injunction in any and all manuals either containing any advertising policy statements applicable to the purchase, distribution, and/or sale of Music Products, or containing any pricing policy statements applicable to the purchase, distribution, and/or sale of Music Products, or containing any other statements setting forth list prices or codes indicative of such prices, applicable to Music Products. Each Settling Retailer Defendant shall make reasonable efforts to ensure that any employee or manager who interacts with distributors or wholesalers of Music Products as part of his or her regular duties is aware of the terms of this injunction.

VI.

DISMISSAL OF ACTIONS AND RELEASES OF CLAIMS

6.1 Subject to the provisions of Section IX of this Final Judgment and Order, the Complaints are dismissed with prejudice. The Plaintiffs are barred from further prosecution of the Released Claims, and the Released Persons are released and forever discharged from liability for the Released Claims.

6.2 The following injunction is hereby entered: All members of the Plaintiff Settlement Class and all natural persons within the Plaintiff States are permanently enjoined from filing, commencing, initiating, asserting, continuing to prosecute, intervening in, participating in or maintaining in any jurisdiction any action or claim, other than this Litigation, whether known or unknown, asserted or that could have been asserted against the Released Persons in connection with the facts, transactions, events, occurrences, acts, disclosures, statements, omissions, or failures to act alleged in the Litigation including, without limitation, any Released Claims, *i.e.*,

all claims, demands, rights, liabilities, and causes of action, whether known or unknown, asserted or that could have been asserted against any Released Persons in connection with the facts, transactions, events, occurrences, acts, disclosures, statements, omissions, or failures to act alleged in the Litigation, whether under federal law or under the laws of any of the 50 states, the District of Columbia, Puerto Rico, the Virgin Islands, Guam, American Samoa, or the Northern Mariana Islands, including without limitation claims arising under the federal and/or state antitrust laws, as

well as claims arising under any state or federal unfair acts, practices or competition laws or other laws or the common law. Released Claims include without limitation any claim arising out of or relating to any minimum advertised price (“MAP”) policy related to Music Products or to any conspiracy, whether horizontal or vertical, involving MAP related to Music Products and any effect of MAP on purchases of Music Products from Retailers, or any other claim related to MAP policies relating to Music Products, except that the Released Claims do not include claims arising out of or relating to direct purchases from Music Clubs, as that term is addressed in *Trowbridge, et al. v. Sony Music Entertainment Inc., et al.*, Docket No. 2:01-CV-125-P-H.

VII.

EXCLUSIONS

7.1 The requests for exclusion listed on attachment A hereto are valid and timely. Those individuals are hereby excluded from the Settlement.

7.2 The requests for exclusion listed on attachment B hereto were post-marked after March 3, 2003, but no later than March 5, 2003. The requests are hereby deemed timely, in accordance with the extension allowed for filing claims, and those individuals are hereby excluded from the Settlement.

VIII.

FEES AND COSTS

8.1 The Court approves the expenditure of up to \$5,679,351.90 from the Settlement Fund to reimburse counsel for the Plaintiff States and Plaintiff Settlement Class for the costs associated with administering the Settlement Agreements and executing the Notice Plan.

8.2 The Court approves the expenditure of \$14,307,500.00 from the Settlement Fund to counsel for Plaintiffs for payment of attorneys' fees, expenses and costs. Such payment shall be apportioned to the State Attorneys General and counsel for the Plaintiff Settlement Class

in such amounts and for such purposes as agreed among Plaintiffs pursuant to the Settlement Agreement.

IX.

FINALITY OF JUDGMENT

9. The Court finds that this Final Judgment and Order adjudicates all the claims, rights and liabilities of the parties to the Settlement Agreements, and is final and shall be immediately appealable. Neither this Final Judgment and Order nor the Settlement Agreements shall constitute any evidence or admission of liability by the Settling Retailer Defendants or Distributor Defendants, or their Related Parties or any Released Persons, nor shall they be offered in evidence or used for any other purpose in this or any other matter or proceeding other than as may be necessary to consummate or enforce the Settlement Agreements or the terms of this Final Judgment and Order, or by any Settling Retailer Defendant or Distributor Defendant in connection with any action asserting Released Claims.

X.

RETENTION OF JURISDICTION

10. Without affecting the finality of this Order, the Court retains jurisdiction for the purposes of enforcing the terms of the Settlement Agreements and enabling any of the parties identified in paragraph 3 of this Final Judgment and Order to apply to this Court at any time for such further orders and directions as may be necessary and appropriate for the construction or carrying out of this Final Judgment and Order, for the modification of any of the provisions hereof, and for the enforcement of compliance herewith.

SO ORDERED.

Dated this 9th day of July, 2003.

/s/D. Brock Hornby
D. Brock Hornby
United States District Judge

Valid - Timely Requests for Exclusion

Exhibit A

	<u>NAME</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP</u>
1	GAINES JR, RICHARD A	2923 W 74TH AVE	MERRILLVILLE	IN	46410-4559
2	WARREN, GEORGE L	8915 N HOLAND RD	PANAMA CITY	FL	32409
3	JOHNSON, LESLIE GENE	12957 PARK CRESCENT CIRCLE	HERNDON	VA	20171-2810
4	GOULD, MARY ELLEN	5465 KENWOOD RD APT 202C	CINCINNATI	OH	45227-1332
5	GOULD, EDWARD L	5465 KENWOOD RD APT 202C	CINCINNATI	OH	45227-1332
6	BAUER, CLAUDIA	PO BOX 11164	OAKLAND	CA	94611
7	HULATON, JON ALBERT	15015 SE DIAMOND DR	CLACKAMAS	OR	97015
8	HECK, DONALD K	1045 S JEFFERSON ST	ALLENTOWN	PA	18103-3822
9	AYROM, ARASH	1325 NORTH MANSFIELD AVE	LOS ANGELES	CA	90028
10	CORD, DANIEL A	22299 CALVERTON RD	SHAKER HEIGHTS	OH	44122
11	SCHROEDER-WALLIN, AIMEE	13802 CASTLE BLVD # 302	SILVER SPRINGS	MD	20904
12	RAMAGE, KIM	82 BAER OAK DR	MAURERTOWN	PA	22644
13	WASKOM, PATRICIA ANN	9618 198ST SE	SNOHOMISH	WA	98296
14	FINCH, SABRINA M	09-975 COUNTY RD 17-75	WEST UNITY	OH	43570
15	PALMER, RANDALL	3114 N CALIFORNIA AVE	CHICAGO	IL	60618
16	HARRISON, DEBRA	PO BOX 458	NORPHLET	AR	71759
17	ALANO, AILEEN CRUZ	2315-B GALINDO ST	CONCORD	CA	94520
18	HALBERTSTAM, EDEN	3903 RAILROAD AVE	FAIRFAX	VA	22030
19	CEKLOSKY, LEIGH ANN MARIE	85 WESLEY ST	FORTY FORT	PA	18704
20	PARKS, DOREEN J	2882 DAYBROOK RD	FAIRVIEW	WV	26570-8589
21	WEAVER, QUINN	1609 STUART ST	BERKELEY	CA	94703
22	KOHLER, PAUL	10402 GREENMONT DR	TAMPA	FL	33626
23	WINNIS, EDWARD	74 JOHNSON RD	SARSDALE	NY	10583-5710
24	BURLISON, KATHY E	798 GREENE 725 RD	PARAGOULD	AR	72450
25	MCCARTY, GRACE	459 SUMMERLIN AVE	SANFORD	FL	32771
26	MARSH, GARY LLOYD	167 SOUTH SANGRE DE CRISTO	BUENA VISTA	CO	81211
27	WOIKE, AYGYLE L	581 MILE CREEK RD	PICKENS	SC	29671
28	LYNAM, THERESE O	1001 FOLSOM RANCH DR # 303	FOLSOM	CA	95630
29	FORK, CARL RICHARD	501 S LAKE CREEK DR	ROUND ROCK	TX	78681-4930
30	CLAUSEN, JOANN	120 130TH ST	OGDEN	IA	50212
31	XIANG, CHONG	307 MONTEFIORE ST APT 110	LAFAYETTE	IN	47905
32	ABRAMOVIC, SYLVIA	5 CREST DR	PITTSBURGH	PA	15215
33	POLJIAK, HENRIETTA	2826 NORABELLA AVE	PITTSBURGH	PA	15226
34	BAIRD, DONNA H	10905 BUSH LAKE LANE	GLEN ALLEN	VA	23060
35	STANLEY, DANA J	5481 DEVILS RACETRACK RD	FOUR OAKS	NC	27524
36	OZENBAUGH, WILLIAM S	13020 CONLEY ST	POWAY	CA	92064-5612
37	LLANOS, CECILIA	4477 WILSHIRE BLVD # 303	LOS ANGELES	CA	90810
38	BENNETT, WADE	2445 PEPPERTOWN RD	FULTON	MS	38843

Valid - Timely Requests for Exclusion

Exhibit A

	<u>NAME</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP</u>
39	WELSH, ELIZABETH M	2710 REED AVE	MARSHALLTOWN	IA	50158-9546
40	NOSBISH, JOYCE	613 HILLCREST DR	MONTICELLO	IA	52310-1134
41	BODMER, RICHARD A	2114 CUYLER AVE	CHICAGO	IL	60618
42	WIEMANN, WALDEMAR F	2116 EDMONDS AVE NE	RENTON	WA	98056
43	BEDARD, LEO A	3300 W FLORIDA AVE BLDG 4 UNIT 16	DENVER	CO	80219
44	VALDEZ, DEBRA L	3300 W FLORIDA AVE BLDG 4 UNIT 16	DENVER	CO	80219
45	YIN, JIMMY	2615 SWEETBROOM RD	NAPERVILLE	IL	60564
46	BOVEE, MARC TREVOR	1263 N HAYWORTH AVE # 17	WEST HOLLYWOOD	CA	90046
47	NORADIA, NITESH	5847 WARREN ST	MORTON GROVE	IL	60053
48	LUTTRELL, MAY	188 FORTENBERRY RD	RUSSELL SPRINGS	KY	42642
49	BREEN, MARY A	159 BRIGHTWOOD AVE	PEARL RIVER	NY	10965
50	WILKINSON, CORINNE	2522 DEXTER AVE N	SEATTLE	WA	98109-1937
51	KOLPIEN, FLORA	13415 190TH ST	CHIPPEWA FALLS	WI	54729
52	RILEY, IRENE	757 S ORANGE AVE # 909	ORLANDO	FL	32801
53	DAHLQUIST, VIOLET	9630 W CAMPANA DR	SUN CITY	AZ	85351
54	PANIK, BETTY M	179 W 29TH ST	NORTHAMPTON	PA	18067-1028
55	BOCZKUS, CHRISTOPHER J	207 W 11TH ST	LINDEN	NJ	07036-4509
56	NAVOLSKI, THOMAS J	PO BOX 770953	LAKEWOOD	OH	44107-0042
57	BENGE, EDWARD F	1600 W 24TH ST	PUEBLO	CO	81003-1411
58	FINDLEY, CHRISTINE	E UNIVERSITY BLVD APT 101		MD	20783
59	HARVIA, ETHEL	2420 RACING RD	GREER	SC	29651
60	SMITH, CAROL LYNN	5823 E ROLAMER RD	MILTON	WI	53563
61	MILLER, CAROL LOUISE	3625 E ROYAL PALM CIR	TAMPA	FL	33629-8351
62	CARL, MICHAEL Y	531 WEST RIDGE PIKE	LIMERICK	PA	19468
63	SPICER, ELEANOR K	1250 SJOGREN RD	WRIGHT	MN	55798-8202
64	KNORR, JON A	5 MARINERS COVE	SALEM	SC	29676
65	THOMPSON, KATE	PO BOX 483	DARLINGTON	PA	16115
66	JASPERS, SHIRLEY M	35536 170TH ST	STEAMBOAT ROCK	IA	50672
67	PARMALEY, SAMANTHA R	801 S MECHANICSBURG RD	SHIRLEY	IN	47384-9669
68	DURBAND, JUANITA	1440 MARCY LANE	WHEELING	IL	60090
69	RINKUS, JOHN L	41 RICKERT DR	YARDLEY	PA	19067
70	SCOTT, JAMES DAVID	44326 LADIESBURG PLACE	ASHBURN	VA	20147
71	KEMMERER, RODERICK D	4421 HOFFMAN DR	WHITEHALL	PA	18052
72	BERKE, MELISSA	DEPT OF EARTH SCIENCES, UCR	RIVERSIDE	CA	92507
73	STACK, BRENDA KIM	1642 CHARLES AVE # 102	ST PAUL	MN	55104
74	BRUHEN, KAREN NOTKINS	910 NE 117TH ST	BISCAYNE PARK	FL	33161
75	FEDERICO, SHIRLEY KATHERINE	3744 HILLWAY DR	GLENDALE	CA	91208
76	BESICH, THOMAS L	823 BILL ANDERS	SAN ANTONIO	TX	78219

Valid - Timely Requests for Exclusion

Exhibit A

	<u>NAME</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP</u>
77	MURPHY, KEITH	922 14TH ST # 210	SANTA MONICA	CA	90403
78	PRETCHELT, ESTHER R	PO BOX 303	FARMINGTON	MO	63640
79	YOUNG JR, CARL AMBLER	310 TURNER ST NE	BLACKSBURG	VA	24060-7312
80	MCCLINTOCK, RUSS	12 SOUTH GEORGES HILL RD	SOUTHBURY	CT	06488
81	DANTAS, CECILIA	10310 SW 154TH CIRCLE COURT, APT 15	MIAMI	FL	33196
82	JACKSON, ROBERT	6800 SOUTH WESTERN AVE	LOS ANGELES	CA	90015
83	HAYES, DONNA B	1723 ABELL FIELD LANE	SUGAR LAND	TX	77478
84	JODZIEWICZ, MARGARET M	3706 BLYTHEBURN RD	MOUNTAIN TOP	PA	18707
85	FONTAN, ALBERTO FONTAN	PO BOX 686	MOROVIS	PR	00687
86	STAUFFER, PAUL	869 BEACON ST SPT 7	BOSTON	MA	02215
87	DELROSARIO, NERIZA	8887 SERRAVILLA WAY	ELK GROVE	CA	95758
88	DELROSARIO JR, NORBERTO	8887 SERRAVILLA WAY	ELK GROVE	CA	95758
89	DECASTRO, PONCIANO	6640 CHESTERBROOK DR	ELK GROVE	CA	95758
90	COPELAND, TEREKA CHERON	439 HYACINTH COURT APT 103	ALTAMONTE SPG	FL	32714-3282
91	WELCH, EVA M	705 ZUERCHER	ST OSSIAN	IN	46777
92	HILTS, NEVA	201 HASTINGS LANE	ELIZABETH CITY	NC	27909
93	CHOPRA, RISHI	1845 BANCROFT WAY APT 1	BERKELEY	CA	94703
94	HOPE, NORMEDA	13152 FORT KING RD	DADE CITY	FL	33525
95	PROCTON, LEONARD	7829 S WAVERLY MTN	LITTLETON	CO	80127-3959
96	FORKEL, LYNNE	4331 EUREKA	YORBA LINDA	CA	92886
97	FORKEL, GARY	4331 EUREKA	YORBA LINDA	CA	92886
98	ROSS JR, KENYON MORRIS	8143 TAYLOR RD	RIVERDALE	GA	30274
99	WALN, DOLORES	PO BOX 147	TATAMY	PA	18085-0147
100	MARTIN, RYAN	5003 RACQUET CLUB DR	ARLINGTON	TX	76017
101	HANKINS, JAY RYAN	PO BOX 127	BAGGS	WY	82321
102	BRUCE, JOSEPH BERRY	PO BOX 232	AVON	MS	38723
103	DILDAY, TANYA PHILLIPS	107 GOSHEN LANE	BRANDON	MS	39047
104	MCLAIN, DENA PHILLIPS	10130 ROAD 1343	PHILADELPHIA	MS	39350
105	CURRY, ANGELA	20400 NW 32ND AVE	MIAMI	FL	33056
106	FIGARO, DEBORAH A	4416 NW 98TH AVE	MIAMI	FL	33178
107	JIMENEZ, WILLIAM	11617 SW 90TH TERRACE	KENDALL	FL	33176
108	MESSINA, DENNIS J	9351 SW 67TH AVE	PINECREST	FL	33156
109	PALAZZOTTO, GIOVANNI	1925 BRICKELL AVE APT D1011	MIAMI	FL	33129
110	MCDANIEL, RICHARD	315 NORTH WASHINGTON DR	MOUNT SHASTA	CA	96067

Invalid - Untimely Requests for Exclusion

Exhibit B

	<u>NAME</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP</u>	<u>POSTMARK DATE</u>
1	PLUSKAT, KRISTOPHER J	1915 N 23RD ST	SHEBOYGAN	WI	53081	03/04/03
2	JACOBS, PATRICIA	820 BENGE ST # 103	ARLINGTON	TX	76013	03/04/03
3	PROFFITT, PATRICIA	29 BALLARD RD	NEWPORT NEWS	VA	23602	03/04/03
4	PROFFITT, JOSEPH	29 BALLARD RD	NEWPORT NEWS	VA	23602	03/04/03
5	PROFFITT, JAMES ALAN	29 BALLARD RD	NEWPORT NEWS	VA	23602	03/04/03
6	PROFFITT, MATTHEW	29 BALLARD RD	NEWPORT NEWS	VA	23602	03/04/03
7	BAIRD, CHRISTOPHER JACK	29 BALLARD RD	NEWPORT NEWS	VA	23602	03/04/03
8	BAIRD, ALICIA ANN	29 BALLARD RD	NEWPORT NEWS	VA	23602	03/04/03
9	CARBONE, SHARYN ANN	29 BALLARD RD	NEWPORT NEWS	VA	23602	03/04/03
10	CARBONE, BRYAN	29 BALLARD RD	NEWPORT NEWS	VA	23602	03/04/03
11	MENES, MABEL	287 S CLINTON ST	EAST ORANGE	NJ	07018	03/04/03
12	KWON, JASON	326 MARTENS AVE	MOUNTAIN VIEW	CA	94040	03/05/03

IN RE CD MINIMUM ADVERTISED PRICE ANTITRUST LITIGATION, MDL DOCKET NO. 1361

LIAISON COUNSEL FOR THE PLAINTIFF STATES:

John Brautigam, Maine Assistant Attorney General
6 State House Station
Augusta, ME 04333-0006
(207) 626-8800

LEAD COUNSEL FOR THE PLAINTIFF STATES:

Linda Gargiulo, Assistant Attorney General
120 Broadway, Suite 2601
New York, NY 10271
(212) 416-8274

Lizabeth Leeds, Assistant Attorney General
PL-01 The Capitol
Tallahassee, FL 32399-1050
(850) 414-3851

LIAISON COUNSEL FOR THE PRIVATE PLAINTIFFS:

Alfred C. Frawley, III, Esq.
Gregory P. Hansel, Esq.
Preti, Flaherty, Beliveau & Haley, LLC
P.O. Box 9546
Portland, ME 04112-9546
(207) 791-3230

LEAD COUNSEL FOR THE PRIVATE PLAINTIFFS:

Joseph C. Kohn, Esq.
Michael J. Boni, Esq.
Kohn, Swift & Graf, PC
One South Broad Street, Suite 2100
Philadelphia, PA 19106
(215) 238-1700

COUNSEL FOR THE TROWBRIDGE PLAINTIFFS:

Michael Jaffe, Esq.
Wolf Haldenstein Adler Freeman & Herz, LLP
270 Madison Avenue
New York, NY 10016
(212) 545-4600

LIAISON COUNSEL FOR THE DISTRIBUTOR DEFENDANTS:

William J. Kayatta, Jr., Esq.
Clifford H. Ruprecht, Esq.
Pierce Atwood
One Monument Square
Portland, ME 04101
(207) 791-1100

LIAISON COUNSEL FOR THE RETAILER DEFENDANTS:

Joseph H. Groff, III, Esq.
Jensen, Baird, Gardner & Henry
P.O. Box 4510
Portland, ME 04112-4510
(207) 775-7271